

REMARKS

Claims 1-21 are pending; claims 1 and 11 currently being the sole independent claims. Claims 1-19 and 21 have been amended hereinabove without prejudice. No new claims have been added. No claims have been canceled.

Reconsideration and allowance of claims 1-21 are respectfully requested in light of the above amendments and the following remarks.

The Abstract of the Disclosure has been corrected pursuant to MPEP 608.01(b) in accordance with the Examiner's request.

Dependency of claims 17-19 has been changed from claim 10 to claim 11. The objection to claims 17-21 is now believed to be moot.

Claims 1-10 and 17-21 have been rejected under 35 USC 112, second paragraph, as being indefinite. Claim 1 has been amended to clarify that the claim covers a process. Claims 17-21 now depend from system claim 11, not process claim 1. Withdrawal of the rejection of claims 1-10 and 17-21 under 35 USC 112, second paragraph, is respectfully requested.

Claims 11-21 have been rejected under 35 USC 112, second paragraph, as being indefinite on the grounds that it is unclear whether the claim element "means by which" is a 35 USC 112, sixth paragraph, means plus function limitation. Claim 11 has been amended to change "means by which" to "means for" in compliance with 35 USC 112, sixth paragraph. Withdrawal of the rejection of claims 11-21 under 35 USC 112, second paragraph, is respectfully requested.

Claims 1-10 and 17-21 have been rejected under 35 USC 101 as being directed to non-statutory subject matter. It is respectfully submitted that the process of Claim 1 "transforms a particular article to a different state" pursuant to *In re Bilski*, 545 F.3d 943, 88 USPQ2d 1385 (Fed. Cir. 2008). In the process of claim 1, the appointment calendar undergoes a transformation as time slots become populated with appointments. It is respectfully submitted that the calendar

constitutes a "particular article" within the meaning of *In re Bilski*. The rejection of Claims 1-10 and 17-21 is therefore deemed to be improper, withdrawal of same being respectfully requested.

Claims 1, 9, 10, 11, 19 and 20 have been rejected under 35 USC 102(b) as being anticipated by Wojcik et al., U.S. Patent No. 5,666,493. Claims 2-8, 12-18 and 21 have been rejected under 35 USC 103(a) as being unpatentable over Wojcik. Applicant respectfully traverses the foregoing rejections.

Wojcik is directed to an integrated business process/system for managing all aspects of order fulfillment by improved communication between many individual applications. It is interesting to note that SAP solved this problem in the early 1990's by developing the enterprise application. Key differences between Wojcik and the subject application include the following:

Wojcik is one (the seller)-on-many (buyers and third parties, including carriers). The presently claimed invention enables many (i.e., two or more sellers)-on-many via an internet website application. The claims have been amended hereinabove to clarify this aspect of the invention. Support for the amendments can be found throughout the specification, e.g., at pages 14-18. This many-to-many aspect enables the collaborative optimization of the supply chain for a supply community, comprised of many partners. Wojcik is focused singularly on optimizing operations within a single legal entity, the seller. Wojcik does not, in any manner, provide means for improving operations of other legal entities, particularly other sellers. At no point does Wojcik disclose operations for multiple partners in a supply community to collaborate with each another in an appointment making process. The instant invention confers substantial advantages on a supply community that are simply not achieved in Wojcik, for example:

Warehouses: The appointment making process is now automated, controlled by configurable business rules, and communications are now enabled over the internet. Ship locations no longer have to field phone calls or respond to faxes from multiple parties seeking to make pick-up or delivery appointments. Resources formerly allocated to these functions are now freed up to be deployed in higher value-added activities.

Transportation Partners: The appointment making process is now automated, controlled by configurable business rules, and communications are now enabled over the internet. Carriers

and shippers no longer have to place phone calls or send faxes to ship locations in order to schedule pick-ups or deliveries at the ship locations. The effort required to make appointments is significantly reduced, resulting in greater efficiencies and lower costs. Furthermore, carriers can now query appointment calendars for ship locations servicing many sellers and buyers. This facilitates the creation of continuous move and multi-stop and delivery shipments, reducing empty miles and improving service.

Sellers: sellers benefit from improved service and lower costs.

Buyers: buyers benefit from improved service and lower costs.

Moreover, in Wojcik none of the buyers and carriers can actually access the seller's system. A carrier, for example, has to place a phone call to the seller's warehouse to make the pick-up appointment. Wojcik expressly discloses this at col. 8, lines 30-35 (emphasis added):

The warehouse keeps a list of appointments and times, (i.e., eight trucks can load in one hour, and therefore there are eight time slots for one hour increments) and records the trucks schedules. The dotted line is for the carrier **to actually call in and confirm or set the appointment with the warehouse.**

Oftentimes, it takes many calls before the appointment is agreed to. Moreover, in Wojcik every shipment requires a phone contact. In the present invention, the carriers can access the appointment calendar directly via the internet, view all the available appointment slots, and select the most appropriate slot.

In Wojcik, there is no consideration regarding "ship to" locations (i.e., the buyers' ship locations); Wojcik offers no benefits/improvements to this "other half" of the transaction. Conversely, the present invention enables the carrier to query the "ship to" location's appointment calendar and make an appointment.

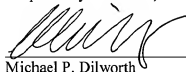
In view of the fundamental differences between the claimed invention and Wojcik, it is respectfully submitted that Wojcik fails to anticipate claims 1, 9, 10, 11, 19 and 20 under 35 USC 102(b) or render obvious claims 2-8, 12-18 and 21 under 35 USC 103(a). Withdrawal of the instant claim rejections is deemed to be in order, such favorable action being respectfully requested.

Application No. 10/882,103
Amendment dated July 30, 2009
Reply to Office Action dated April 1, 2009

This application is now believed to be in condition for allowance, early and favorable notice of same being earnestly solicited.

The Examiner is invited to contact the undersigned should the Examiner deem it advantageous to further advance prosecution of this application.

Respectfully submitted,

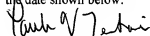


Michael P. Dilworth
Reg. No. 37, 311

30 July 2009
Date

Dilworth IP, LLC
2 Corporate Drive
Suite 206
Trumbull, CT 06611
(203) 220-8496

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Paula V. Testani

Dated: July 30, 2009